987

STATE OF ALABAMA )

COUNTY OF CHILTON )

## ASSIGNMENT OF NOTE AND MORTGAGE

Whereas, Raymond Roy Bearden, Sr., also known as Raymond R. Bearden, Sr., of Shelby County, Alabama, is the present legal and equitable owner and holder of a certain real estate Mortgage Note in the principal sum of $28,000.00, dated December 29, 1989, executed by Gary B. Harrelson of Shelby County, Alabama, payable to the order of Raymond Roy Bearden, Sr., and said Note is secured by a Mortgage given by Gary B. Harrelson, an unmarried man, and duly recorded in the Office of the Probate Judge, in the County of Shelby, State of Alabama, Book 056, Page 405, covering the real estate described therein, located in Chilton County, Alabama;

Now therefore, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, paid to Raymond Roy Bearden, Sr., also known as Raymond R. Bearden, Sr. by Raymond R. Bearden, Jr., the receipt of which is hereby acknowledged, the undersigned, by these presents, does hereby transfer and assign, grant and convey, unto the said Raymond R. Bearden, Jr. of 188 Ashville Road, Montevallo, Shelby County, Alabama, the aforesaid Note, together with the above described Mortgage held by the undersigned, securing the payment thereof. This assignment is without recourse and assigns all benefits of said Note and Mortgage to Raymond R. Bearden, Jr., which have previously accrued to Raymond Roy Bearden, Sr., except for those benefits and proceeds heretofore collected by said Raymond Roy Bearden, Sr., through the date of this assignment. This assignment is made pursuant to current and valid Durable Power of Attorney which is attached hereto as Exhibit "No. 1".

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In witness whereof the undersigned, by and through his Attorney in Fact, has hereunto set his signature and seal this 2nd day of November, 1990.

Raymond R Bearden JR

Raymond Roy Bearden, Sr., a/k/a
Raymond R. Bearden, Sr.
By: Raymond R. Bearden, Jr.
His: Attorney in Fact

I, the undersigned authority, in and for said County in said State, hereby certify that Raymond R. Bearden, Jr., whose name as Attorney in Fact for Raymond Roy Bearden, Sr., also known as Raymond R. Bearden, Sr., is signed to the foregoing Assignment and who is known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, he, in his capacity as such Attorney in Fact, executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of November, 1990.

M G Spears

Notary Public 9/93

Mitchell Spears

EXHIBIT "NO. 1"

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STATE OF ALABAMA )
COUNTY OF SHELBY )

**DURABLE POWER OF ATTORNEY**

I, **RAYMOND R. BEARDEN, SR.**, hereinafter designated as "Principal", of Shelby County, Alabama, do hereby constitute and appoint, **RAYMOND R. BEARDEN, JR.**, hereinafter designated as "Attorney in Fact", of Shelby County, Alabama, as my true and lawful Attorney in Fact in and for the State of Alabama, and all other Counties and States, including foreign countries, wherein the need may arise, for the following purposes:

To sign said Attorney's in Fact name as surety to, and to execute, seal and acknowledge any and all bonds, mortgages, instruments and other documents, including the execution of deeds or other documents executed for the purpose of transferring or conveying any right, title, or interest which I may have in any and all real estate particularly as relating to real estate described in Exhibit "A", which is attached hereto and incorporated herewith, as though fully set out herein; and respectively, to do and perform all other acts and things which I myself have the power to do and perform.

This instrument shall be construed as a complete Durable Power of Attorney, and shall vest in said Attorney in Fact full power and authority to do, conduct and perform all personal and business matters of whatever nature, which I have the power and authority to do, conduct and perform for myself, without any limitations whatsoever. The herein designated Attorney in Fact shall have the authority to act within the sole discretion of said Attorney in Fact, in the performance or undertaking of any of the above designated rights, duties or tasks.



This Durable Power of Attorney shall not be affected by the disability, incompetency or legal incapacity of the Principal; and all acts done by said Attorney in Fact pursuant to the powers granted herein during any period of disability, incompetency or incapacity of said Principal shall have the same effect and inure the benefit of, and bind me and my successors in interest as if I were competent, not disabled and not incapacitated.

If, following execution of this Durable Power of Attorney, a Court of my domicile appoints a guardian, curator or other fiduciary charged with the management of all of my property, or any portion thereof, said Attorney in Fact shall be accountable to the said fiduciary, as well as the Principal. Said fiduciary shall have the same power to revoke or amend the Power of Attorney that I, as Principal, would have had if I were not disabled, incompetent or incapacitated.

I hereby nominate the herein named Attorney in Fact to serve as my guardian, conservator or other fiduciary in the event that any Court of competent jurisdiction has occasion to make such appointment at some future date.

Mitchell Spears

Raymond R. Bearden Jr.
RAYMOND R. BEARDEN, SR., Principal

STATE OF ALABAMA )
COUNTY OF SHELBY )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **RAYMOND R. BEARDEN, SR.**, whose name is signed to the foregoing Durable Power of Attorney, and who is known to me, acknowledged before me on this day, that, being informed of the contents of this document, said Principal executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of August, 1990.

Debra C. Higgins
Notary Public
My Commission Expires: Sept 1991

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Instrument Prepared By:
Mitchell A. Spears
Attorney at Law
P. O. Box 91
Montevallo, Alabama 35115
(205) 665-5076

[redacted] [redacted] EXHIBIT [redacted]

6445

BOOK 056 PAGE 405

This Instrument Prepared By:
DANIEL M. SPITLER
Attorney at Law
108 Chandalar Drive
Pelham, Alabama 35124

MORTGAGE

STATE OF ALABAMA )
) KNOW ALL MEN BY THESE PRESENTS:
SHELBY COUNTY )

That, Whereas,

GARY B. HARRELSON, an unmarried man

(hereinafter called "Mortgagors", whether one or more) are justly indebted to

RAYMOND ROY BEARDEN, SR., an unmarried man

(hereinafter called "Mortgagee", whether one or more), in the sum of TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS ($28,000.00), evidenced by Promissory Note of even date herewith.

And, Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this Mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Chilton County, State of Alabama, to-wit:

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> Lot 16, of the Cove Branch Property of McKee Lumber Company, situated in Section 7, Township 22, Range 16, according to the map or plat of said property as recorded in the Office of the Judge of Probate of Chilton County, Alabama in Map Book 3 page 19; being situated in Chilton County, Alabama.
>
> Subject to easements and restrictions of record.
>
> The proceeds of this loan have been applied to the purchase price of the property described herein, conveyed to mortgagor simultaneously herewith.

Said property is warranted free from all incumbrances and against any adverse claims, except as stated above.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt of said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this Mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this Mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt thereby secured.

IN WITNESS WHEREOF the undersigned have hereunto set his/her/their signature(s) and seal(s), this 29th day of December, 1989.

Gary B. Harrelson (SEAL)
Gary B. Harrelson

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STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Gary B. Harrelson, an unmarried man whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 1989.

(NOTARIAL SEAL)

Notary Public

DEED
MORTG. 42.00
REC. 6.00
INDEX 3.00

**The Mortgage,** Dated April 13, 19 62 executed by

Raymond Bearden and Ann Bearden

BOOK 056 PAGE 403

to Merchants & Planters Bank, P. O. Box 240, Montevallo, Al. 35115, a corporation

and recorded in the Office of the Register of Deeds for Chilton County, Alabama, in

Liber 504 of Mortgages, on page 329 7-20-62

is paid and is hereby discharged.

WITNESS my hand and seal this 29 day of December 19 89

Signed, Sealed and Delivered in presence of

Attest: Agnes M. Niven
, Vice President

Merchants & Planters Bank (L. S.)

J P Kelly
Executive Vice President

## CORPORATE ACKNOWLEDGMENT

DEED
MORTG.
REC. 3.50
INDEX 3.00

State of Alabama
County of Chilton } ss.

On this 29 day of December 19 89, before me, a Notary Public within and for said County, personally appeared J. P. Kelly and Agnes M. Niven to me personally known, who, being each by me duly sworn, did say that they are respectively the Exec. Vice President and Vice President of Merchants & Planters Bank the Corporation named in the foregoing instrument and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and said J. P. Kelly and Agnes M. Niven acknowledged said instrument to be the free act of said Corporation.

Sandra C. Dawson
Notary Public, Alabama at Large
County State

My Commission Expires

(Seal)

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 NOV 14 AM 8: 19

JUDGE OF PROBATE

Rec 15.00
Ind 3.00
Cert. 1.00
19.00

BOOK 318 PAGE 307

Discharge of Mortgage
SHORT FORM

TO

MERCHANTS & PLANTERS BANK
P. O. BOX 240
MONTEVALLO, ALABAMA 35115

DANIEL M. SPITLER

REGISTER'S OFFICE,

County of ____ } ss.

Received for Record this ____ day of ____ A.D. 19__ at ___ o'clock ___M., and Recorded in Liber ____ of ____ on page ____

Register.

satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy, if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt of said Mortgagee or assigns, additional to the debt hereby specifically secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.